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OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

Sealand/APL West Coast of Central America  
Slot Charter Agreement  
FMC Agreement No. 012339-001  
First Revised Page No. 2

#### **ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT**

The geographic scope of the Agreement shall extend to the trade between ports in California on the one hand and ports on the Pacific Coast of Mexico, Guatemala, El Salvador, and Nicaragua, on the other hand. All of the foregoing is referred to herein as the "Trade."

#### **ARTICLE 5: AGREEMENT AUTHORITY**

5.1 Charter of Space. Sealand shall sell and APL shall purchase, on a used/not used basis, slots for 225 TEUs (or a maximum of 2700 metric tons) (including 40 reefer plugs) on each sailing of Sealand's WCCA service. Notwithstanding the foregoing, in case of vessels sailing from a port with less than 2 days spacing between them for reasons solely within Sealand's control, APL shall be relieved from its commitment to pay on a used / unused basis on the second of those two vessels. Loadings on the second vessel shall be invoiced by SL on an as used basis only. The Parties are authorized to increase or decrease any of the above numbers by up to 75 percent, or to sell/buy additional slots on an individual voyage basis, without amendment.

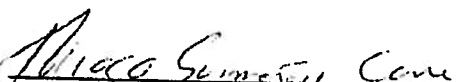
5.2 Terms of Sale. The sale of slots under Article 5.1 shall be on such terms and such conditions as the Parties may agree from time to time.

5.3 Sub-Chartering. APL shall not sub-charter slots made available to it hereunder without the prior written consent of Sealand.

5.4 Port Omissions Due to Force Majeure. In the event Sealand clearly demonstrates that the need to omit a port or ports to restore the schedule has been caused by a force majeure event occurring within the scope of this Agreement, then Sealand retains the right to discharge

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by  
their duly authorized representatives as of this 22<sup>nd</sup> day of July, 2016.

  
A.P. Møller-Maersk A/S  
Name: THIAGO GUIMARAES COVRE  
Title: CHIEF LINE OFFICER

\_\_\_\_\_  
APL Co. Pte Ltd  
Name:  
Title:

\_\_\_\_\_  
American President Lines, Ltd.  
Name:  
Title:

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by  
their duly authorized representatives as of this 20<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
A.P. Moller-Maersk A/S

Name:

Title:

*Lin R. Smith*  
APL Co. Pte Ltd  
Name: *authorized signatory*  
Title:

*Lin R. Smith*  
American President Lines, Ltd.  
Name: *VP General Counsel & Sec.*  
Title: